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8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON**
10 **SEATTLE DIVISION**
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12 SECURITIES AND EXCHANGE COMMISSION,

No. 2:20-cv-01434

13 Plaintiff,

14 v.

15 LAKSHA BOHRA, VIKY BOHRA, and
16 GOTHAM BOHRA,

**CONSENT OF DEFENDANT
LAKSHA BOHRA**

17 Defendants.
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22 1. Defendant Laksha Bohra ("Defendant") waives service of a summons and the
23 complaint in this action, enters a general appearance, and admits the Court's jurisdiction over
24 Defendant and over the subject matter of this action.

25 2. Without admitting or denying the allegations of the complaint (except as provided
26 herein in paragraph 11 and except as to personal and subject matter jurisdiction, which
27 Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form
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1 attached hereto (the "Final Judgment") and incorporated by reference herein, which, among
2 other things:

- 3 (a) permanently restrains and enjoins Defendant from violation of Section
4 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15
5 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. §
6 240.10b-5];
- 7 (b) orders Defendant to pay disgorgement in the amount of \$321,695.22, plus
8 prejudgment interest thereon in the amount of \$26,672.41;
- 9 (c) orders Defendant to pay a civil penalty in the amount of \$321,695.22
10 under Section 21A of the Exchange Act; and
- 11 (d) requires Defendant to comply with the undertakings set forth in this
12 Consent and incorporated in the Final Judgment.

13 3. Defendant agrees that she shall not seek or accept, directly or indirectly,
14 reimbursement or indemnification from any source, including but not limited to payment made
15 pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays
16 pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof
17 are added to a distribution fund or otherwise used for the benefit of investors. Defendant further
18 agrees that she shall not claim, assert, or apply for a tax deduction or tax credit with regard to
19 any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final
20 Judgment, regardless of whether such penalty amounts or any part thereof are added to a
21 distribution fund or otherwise used for the benefit of investors.

22 4. Defendant waives the entry of findings of fact and conclusions of law pursuant to
23 Rule 52 of the Federal Rules of Civil Procedure.

24 5. Defendant waives the right, if any, to a jury trial and to appeal from the entry of
25 the Final Judgment.

26 6. Defendant enters into this Consent voluntarily and represent that no threats,
27 offers, promises, or inducements of any kind have been made by the Commission or any
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1 member, officer, employee, agent, or representative of the Commission to induce Defendant to
2 enter into this Consent.

3 7. Defendant agrees that this Consent shall be incorporated into the Final Judgment
4 with the same force and effect as if fully set forth therein.

5 8. Defendant will not oppose the enforcement of the Final Judgment on the ground,
6 if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and
7 hereby waives any objection based thereon.

8 9. Defendant waives service of the Final Judgment and agrees that entry of the Final
9 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant
10 of its terms and conditions. Defendant further agrees to provide counsel for the Commission,
11 within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit
12 or declaration stating that Defendant has received and read a copy of the Final Judgment.

13 10. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims
14 asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or
15 representation has been made by the Commission or any member, officer, employee, agent, or
16 representative of the Commission with regard to any criminal liability that may have arisen or
17 may arise from the facts underlying this action or immunity from any such criminal liability.
18 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,
19 including the imposition of any remedy or civil penalty herein. Defendant further acknowledges
20 that the Court's entry of a permanent injunction may have collateral consequences under federal
21 or state law and the rules and regulations of self-regulatory organizations, licensing boards, and
22 other regulatory organizations. Such collateral consequences include, but are not limited to, a
23 statutory disqualification with respect to membership or participation in, or association with a
24 member of, a self-regulatory organization. This statutory disqualification has consequences that
25 are separate from any sanction imposed in an administrative proceeding. In addition, in any
26 disciplinary proceeding before the Commission based on the entry of the injunction in this
27 action, Defendant understands that she shall not be permitted to contest the factual allegations of
28 the complaint in this action.

1 11. Defendant understands and agrees to comply with the terms of 17 C.F.R.
2 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant
3 or respondent to consent to a judgment or order that imposes a sanction while denying the
4 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is
5 equivalent to a denial, unless the defendant or respondent states that she neither admits nor
6 denies the allegations." As part of Defendant's agreement to comply with the terms of Section
7 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public
8 statement denying, directly or indirectly, any allegation in the complaint or creating the
9 impression that the complaint is without factual basis; (ii) will not make or permit to be made
10 any public statement to the effect that Defendant does not admit the allegations of the complaint,
11 or that this Consent contains no admission of the allegations, without also stating that Defendant
12 does not deny the allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws
13 any papers filed in this action to the extent that they deny any allegation in the complaint; and
14 (iv) stipulates solely for purposes of exceptions to discharge set forth in Section 523 of the
15 Bankruptcy Code, 11 U.S.C. § 523, that the allegations in the complaint are true, and further,
16 that any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by
17 Defendant under the Final Judgment or any other judgment, order, consent order, decree or
18 settlement agreement entered in connection with this proceeding, is a debt for the violation by
19 Defendant of the federal securities laws or any regulation or order issued under such laws, as set
20 forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19). If Defendant
21 breaches this agreement, the Commission may petition the Court to vacate the Final Judgment
22 and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i)
23 testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal
24 proceedings in which the Commission is not a party.

25 12. Defendant hereby waives any rights under the Equal Access to Justice Act, the
26 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to
27 seek from the United States, or any agency, or any official of the United States acting in his or
28 her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,

1 expenses, or costs expended by Defendant to defend against this action. For these purposes,
2 Defendant agrees that she is not the prevailing party in this action since the parties have reached
3 a good faith settlement.

4 13. Defendant agrees that the Commission may present the Final Judgment to the
5 Court for signature and entry without further notice.

6 14. Defendant agrees that this Court shall retain jurisdiction over this matter for the
7 purpose of enforcing the terms of the Final Judgment.


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9 Dated: 02/20/2020


Laksha Bohra

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12 On _____, 2020, _____, a person known to me, personally
13 appeared before me and acknowledged executing the foregoing Consent.

14
15 Notary Public
Commission expires:

16 Approved as to form:

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18 Angelo J. Calfo
19 Calfo Eakes & Ostrovsky PLLC
20 1301 Second Avenue, Suite 2800
21 Seattle, WA 98101
22 (206) 407-2200
23 Attorney for Defendant Laksha Bohra
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